

ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, the person(s) named below (referred to as "INVENTOR" whether singular or plural) has sold, assigned, and transferred and does hereby sell, assign, and transfer to nCircle Network Security, Inc., a California corporation, having a place of business at 685 Market Street, San Francisco, California 94105, ("ASSIGNEE"), for itself and its successors, transferees, and assignees, the following:

1. The entire worldwide right, title, and interest in all inventions and improvements ("SUBJECT MATTER") that are disclosed in the provisional application filed under 35 U.S.C. §111(b) or non-provisional application filed under 35 U.S.C. §111(a) and entitled METHOD AND SYSTEM FOR DETECTING A VULNERABILITY IN A NETWORK ("APPLICATION"), which:

is to be filed herewith
 was filed on August 25, 2000,
now bearing U.S. application number 09/648,211; and

2. The entire worldwide right, title, and interest in and to:

(a) the APPLICATION; (b) all applications claiming priority from the APPLICATION; (c) all divisional, continuation, substitute, renewal, reissue, and other related applications thereto which have been or may be filed in the United States or elsewhere in the world; (d) all patents (including reissues and re-examinations) which may be granted on the applications set forth in (a), (b), (c) and (d) above; and (e) all right of priority in the APPLICATION, together with all rights to recover damages for infringement of provisional rights.

INVENTOR agrees that ASSIGNEE may apply for and receive patents for SUBJECT MATTER in ASSIGNEE's own name.

INVENTOR agrees to do the following, when requested, and without further consideration, in order to carry out the intent of this Assignment: (1) execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to ASSIGNEE the rights, titles and interests herein conveyed; (2) communicate to ASSIGNEE all known facts relating to the SUBJECT MATTER; and (3) generally do all lawful acts that ASSIGNEE shall consider desirable for securing, maintaining, and enforcing worldwide patent protection relating to the SUBJECT MATTER and for vesting in ASSIGNEE the rights, titles, and interests herein conveyed. INVENTOR further agrees to provide any successor, assign, or legal representative of ASSIGNEE with the benefits and assistance provided to ASSIGNEE hereunder.

INVENTOR represents that INVENTOR has the rights, titles, and interests to convey as set forth herein, and covenants with ASSIGNEE that the INVENTOR has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the rights, titles, and interests herein conveyed.

INVENTOR grants the attorney of record the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

Title of Document: **ASSIGNMENT**

Re:

Title:

METHOD AND SYSTEM FOR DETECTING A VULNERABILITY IN A NETWORK

Filed:

August 25, 2000

Application No.:

09/648,211

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and SignatureDate of
SignatureDate Declaration
Executed By This Person20020, 2002August 25,

JOHN S. FLOWERS

State of _____ } S.S.
County of _____ }On _____ before me, _____ personally
[DATE] [NOTARY PUBLIC]

appeared John S. Flowers personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

Name and SignatureDate of
SignatureDate Declaration
Executed By This PersonThomas C. Stracener
THOMAS C. STRACENER05/15/2002August 25, 2000State of TEXAS } S.S.
County of ANDREW S }On May 15, 2002 before me, Lynn Crow personally
[DATE] [NOTARY PUBLIC]

appeared Thomas C. Stracener personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Lynn Crow

Title of Document: **ASSIGNMENT**

Re:

Title: **METHOD AND SYSTEM FOR DETECTING A VULNERABILITY IN A NETWORK**
Filed: **August 25, 2000**
Application No.: **09/648,211**

Notary Seal

Notary

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Re:

Title:

METHOD AND SYSTEM FOR DETECTING A VULNERABILITY IN A NETWORK

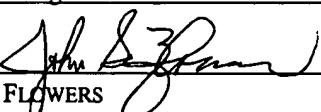
Filed:

August 25, 2000

Application No.:

09/648,211

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which may be taken together as one and the same Assignment.

Name and Signature


JOHN S. FLOWERS
Date of
Signature

May 14, 2002

Date Declaration
Executed By This Person

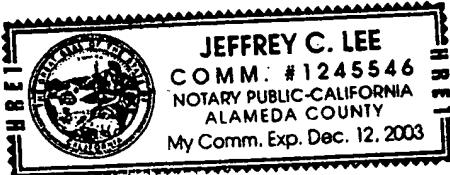
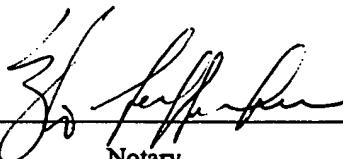
August 25, 2002

 State of CAZARACATA } S.S.
 County of ARANOSA }

 On MAY 14th, 2002 before me, Jeffrey C. Lee personally
 [DATE] [NOTARY PUBLIC]

appeared John S. Flowers personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

Notary

Name and SignatureDate of
SignatureDate Declaration
Executed By This Person

THOMAS C. STRACENER

, 2002

August 25, 2000

 State of _____ } S.S.
 County of _____ }

 On _____ before me, _____ personally
 [DATE] [NOTARY PUBLIC]

appeared Thomas C. Stracener personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Seal

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